

## **Service Agreement**

### **I. Purpose**

- A. The purpose of this document is to define and agree upon the roles and responsibilities between the Department and the Partner such that the federal Supplemental Nutrition Assistance Program (SNAP) - formerly Food Stamps - can match the Partner's costs when the Partner provides allowable Employment and Training (E&T) services to open and active SNAP participants at the Department. The Department will pass through to the Partner, in accordance with available federal Food and Nutrition Service (FNS) funding, the federal match portion of costs incurred to serve SNAP participants meeting federal activity requirements. This serves as a direct agreement between the Department and the Partner and does not allow subsequent or additional agreements between other third parties.

### **II. General Terms for the Agreement**

- A. Agreement Effectiveness and Renewal. It is understood that this Agreement or any Amendment is effective when it is signed by all parties, or at a later date if specified in the Agreement or Amendment. Any extension or amendment of this Agreement shall be in writing, signed by both parties.
- B. Availability of Funding. The funding for this Agreement is provided by SNAP and this Agreement shall in no way or manner be construed so as to bind or obligate the Department to provide reimbursement for services under this Agreement should federal funding become unavailable.
- C. Fiscal Records. The Partner agrees to maintain all fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be available for and subject to inspection, review or audit and copying by the Department and other personnel duly authorized by the Department or federal inspectors or auditors at all reasonable times, at either the Partner's principal place of business or upon premises designated by the Department.
- D. Records. The Partner shall maintain all records and documents relevant to this Agreement for three (3) years from the date of final payment. The Department, and any persons duly authorized by the Department, shall have full access to and the right to inspect, review, and audit any of these materials during the retention period. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the records must be retained until all issues arising out of such action are resolved, or until an additional three (3) year period has passed, whichever is later.
- E. Monitoring. The Partner shall be monitored on a frequency to be determined by the Department and the program shall be periodically reviewed. The results of this program review may be used, with other information, to evaluate the Partner's provision of services funded by this Agreement.
- F. Confidentiality. The Partner shall comply with all applicable state and federal laws, rules, and regulations concerning confidentiality. The Department will furnish the Partner with copies of applicable statutes, rules, and regulations upon receipt of a written request from the Partner.
- G. HIPAA. The Partner acknowledges that it may have an obligation, independent of this Agreement, to comply with the Health Insurance Portability and Accountability Act (HIPAA),

Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45 CFR Parts 160, 162 and 164. If applicable, Partner shall comply with all amendments to the law and federal regulations made during the term of the Agreement.

- H. Nondiscrimination. The Partner hereby agrees to provide all services funded through or affected by this Agreement without discrimination on the basis of race, color, national origin, sex, age, religion or physical/mental impairment, and to comply with all relevant state and federal laws regarding anti-discrimination.
- I. Single Audit Act. The Partner acknowledges that it may have an obligation; Independent of this Agreement, to comply with the terms of the "Single Audit Act" of 1984. Funds provided under the Agreement may be used to pay for compliance with this act in proportion to other funding sources available to the Partner for the services provided pursuant to the Agreement.
- J. Termination for Convenience. The Department or the Partner may cancel this Agreement at any time without cause upon thirty (30) calendar days' written notice specifying the date of termination. The obligations and liabilities of the parties shall cease upon the date of termination, except that the obligations or liabilities incurred prior to the termination date shall be honored.

### III. Roles and Responsibilities

#### A. Department Roles and Responsibilities

- 1. The Department will:
  - a. Share information regarding general policies and procedures related to the E&T program adequate to ensure the Partner correctly identifies eligible employment and training activities.
  - b. Provide methods, tools, and training on how to use the Department's case management system and other technical and business processes to allow the Partner to identify, document, and submit a reimbursement invoice and reporting requirements to the Department.
  - c. Coordinate and conduct site reviews, monitoring, and case reviews to confirm the Partner is making correct decisions on identified activities and time periods.

#### B. Partner Roles and Responsibilities

- 1. The Partner shall:
  - a. Comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, Department processes, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement as outlined in the 3rd Party Partner Handbook provided to the Partner by the Department.
  - b. Receive information from the Department regarding general policies and procedures related to the E&T program adequate to ensure the Partner can correctly identify eligible E&T activities eligible for federal match. Use the methods, tools, and training provided by the Department to operate the case management system and other technical and business processes such that the Partner can identify, document, and submit a reimbursement invoice and reporting requirements to the Department.
  - c. Participate in site reviews, monitoring, and case reviews conducted by the Department or its federal partners to ensure integrity and make improvements in E&T services offered by the Partner and providing documentation for inspection, review, or audit as needed by the Department or the SNAP Program.

- d. Confidentially maintain data and shared information as detailed in this Agreement.
- e. Keep adequate fiscal records which sufficiently and properly reflect direct costs and indirect costs appropriate for the reimbursable E&T activities and maintain the records according to section II.C of this Agreement.
- f. Comply with reporting requirements and schedules set by the Department.
- g. Contact the Department, or its designated agent, when concerns arise about a SNAP participant.
- h. Process individual E&T referrals from the Department, its officers, agents and or employees.
- i. Fulfill confidentiality, non-disclosure, and data sharing requirements including:
  - i. Requiring all employees (or other persons) with access to Partner Data Access Portal (PDAP) or any Department information to complete and sign an approved Non-Disclosure form.
  - ii. Requesting removal of access to any staff who no longer needs access nor works with program participants within five (5) business days.
  - iii. Using personal, confidential, and other information gained because of this Agreement only for the purposes directly related to the administration of this Agreement. Any personal use of participant information is strictly prohibited.
  - iv. Not disclosing, transferring, or selling any information as described in this Agreement to any party in whole or in part, except as provided by law, or to any individual or agency not specifically authorized by federal or state law, rule, or regulation.
  - v. Notifying the Department of any breach to systems with access to or containing data obtained from the Department within twenty-four (24) hours of learning of inappropriate data use.
- j. Notify the Department of changes to key contact personnel, or any information regarding the Partner's business within ten (10) business days of the change. Changes in business may include, but not be limited to, changes in the fiscal agent, business name, address, telephone or fax numbers, email address, or business status.

#### IV. Information Exchange and Data Sharing

- A. Information will be shared between the Department and the Partner. The Partner shall adhere to the confidentiality rules and guidelines of the Department, IDAPA 16, Title 5, Chapter 1, "Rules Governing the Protection and Disclosure of Department Records," and all applicable state and federal laws, rules and regulations pertaining to the confidentiality of, or the disclosure of, information and records as it relates to the activities of any party, and the provisions of this Agreement.

#### V. Monitoring

- A. The Department will monitor the Partner to ensure all requirements of this Agreement are met and mutually agreed upon activities related to SNAP E&T are met. The Department will document deficiencies and contact the Partner to identify and agree upon resolutions. If the

identified deficiencies are not corrected as agreed, the Department may consider further action, including requesting a Corrective Action Plan from the Partner or termination of this Agreement.

## Cost/Billing Procedure

### **COST:**

This is a COST REIMBURSEMENT Agreement and as such, the Department will evaluate the activities and services provided by the Partner.

The Department will pay and the Partner shall receive up to the total sum of **FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$400,000.00)** for services satisfactorily performed and authorized under the Agreement as defined in the Annual Project Budget below.

The Department will evaluate the activities and services provided by the Partner. Based on the criteria established by the Department and communicated to the Partner, the Department will determine the amount of reimbursement through an annual budget process.

Reimbursements shall not exceed ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00) per year without prior discussion and approval from the Department.

### **Annual Project Budget**

<b>AGREEMENT PROGRAM ACTIVITY</b>	<b>NOT TO EXCEED ANNUAL BUDGET (including Indirect Costs)</b>
Match of Partner's costs for provision of E&T services to open and active Department SNAP participants	\$100,000.00

- A. The Partner shall ensure that the amount billed for this Agreement only includes the incurred costs directly related to the activities for this Agreement. Agreement funds may not be used for research and development, construction, reimbursement of pre-Agreement costs, purchase of promotional items, clinical care, purchase of vehicles, or purchase of incentive items, unless otherwise specified. Federal funds shall be used to supplement and not supplant other federal, state, and local public funds.
- B. The Partner shall not assign a cost to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost.
- C. The Partner shall apply all costs consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the Partner.
- D. The indirect cost rate applied to this Agreement cannot exceed the amounts agreed upon between the Partner and the Department.

### **BILLING PROCEDURES:**

The Partner shall submit the FNS reimbursement invoice to the Department, no more frequently than monthly but at least quarterly as outlined by the Department.

Invoices will be processed for payment no later than thirty (30) calendar days once all required documentation is received. Invoices received without the required documentation will be returned to the Partner for resubmission. No invoice shall be accepted or paid without required documentation.

The invoice shall include the following information in addition to all other information and documentation as required by the Department and provided in writing to the Provider.

1. Partner name, address, phone number, and email address
2. Agreement number
3. Dates of service covered by the invoice

Monitor & Department Contact: CERMTTeam@dhw.Idaho.gov

The Partner shall submit invoices for services/activities to the person designated by the Department either electronically or by hard copy as agreed upon between the Provider and the Department.

The final invoice shall be submitted to the Department no later than sixty (60) calendar days after the Agreement expiration date. Final invoices received without backup/supporting documentation or with errors will be returned to the Partner for resubmission.